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OFFICE OF PETITIONS

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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED
UNINTENTIONALLY UNDER 37 CFR 1.137(b)

Docket Number (Optional)

50P4506-01

First named inventor: Maritzan

Application No.: 10/015,724

Art Unit: unk.

Filed: Dec. 6, 2001

Examiner: unk.

Title: Sys. & meth. for Conducting Financial Transactions . . .

Attention: Office of Petitions

Mail Stop Petition

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

FAX: (703) 872-9306

NOTE: If information or assistance is needed in completing this form, please contact Petitions Information at (703) 305-9282.

The above-identified application became abandoned for failure to file a timely and proper reply to a notice or action by the United States Patent and Trademark Office. The date of abandonment is the day after the expiration date of the period set for reply in the Office notice or action plus an extensions of time actually obtained.

APPLICANT HEREBY PETITIONS FOR REVIVAL OF THIS APPLICATION

NOTE: A grantable petition requires the following items:

- (1) Petition fee;
- (2) Reply and/or issue fee;
- (3) Terminal disclaimer with disclaimer fee --required for all utility and plant applications filed before June 8, 1995; and for all design applications; and
- (4) Statement that the entire delay was unintentional.

1. Petition fee

 Small entity-fee \$ _____ (37 CFR 1.17(m)). Applicant claims small entity status. See 37 CFR 1.27. Other than small entity - fee \$ 1330 (37 CFR 1.17(m))

2. Reply and/or fee

A. The reply and/or fee to the above-noted Office action in the form of missing parts and Petition for Recalculation of Inventor (Identify type of reply): has been filed previously on _____ is enclosed herewith.

B. The issue fee of \$ _____

 has been paid previously on _____ is enclosed herewith.

[Page 1 of 2]

This collection of information is required by 37 CFR 1.137. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 1.0 hour to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

06/10/2004 0000010015724 1330-00-08
01 FC:1453

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

3. Terminal disclaimer with disclaimer fee

Since this utility/plant application was filed on or after June 8, 1995, no terminal disclaimer is required.

A terminal disclaimer (and disclaimer fee (37 CFR 1.20(d)) of \$ _____ for a small entity or \$ _____ for other than a small entity) disclaiming the required period of time is enclosed herewith (see PTO/SB/63).

4. STATEMENT: The entire delay in filing the required reply from the due date for the required reply until the filing of a grantable petition under 37 CFR 1.137(b) was unintentional. [NOTE. The United States Patent and Trademark Office may require additional information if there is a question as to whether either the abandonment or the delay in filing a petition under 37 CFR 1.137(b) was unintentional (MPEP 711.03(c), subsections (III)(C) and (D))].

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

6/2/04

Date

Signature

Telephone
Number:

6493388075

John Rogitz

Typed or printed name

750 B St. #3100

Address

San Diego, CA 92101

Address

Enclosures: Fee Payment

Reply

Terminal Disclaimer Form

Additional sheets containing statements establishing unintentional delay

Other: Recalcitrant Inventor Petition

CERTIFICATE OF MAILING OR TRANSMISSION [37 CFR 1.8(a)]

I hereby certify that this correspondence is being:

deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

transmitted by facsimile on the date shown below to the United States Patent and Trademark Office at (703) 872-9306.

JUNE 3, 2004

Date

Signature

JEANNE GAHA GAN

Type or printed name of person signing certificate



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JUN 09 2004

OFFICE OF PETITIONS

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

First Named Applicant: Maritzen)	Art Unit: unk.
)	
Serial No.: 10/015,724)	Examiner: unk.
)	
Filed: December 6, 2001)	50P4506.01
)	
For: System and Method for Conducting Financial Transactions...)	June 2, 2004
)	750 B STREET, Suite 3120
)	San Diego, CA 92101
)	

PETITION TO REVIVE

Commissioner of Patents and Trademarks
Washington, DC 20231

Dear Sir:

In response to the Notice of Abandonment dated January 6, 2004, Applicant requests that this application be revived. The entire delay in responding to the outstanding Notice to File Missing Parts until the Notice of Abandonment was received was unintentional, and derived from the fact that during this period the assignee, Sony Corp., moved the center of its Intellectual Property Department from New Jersey to California, resulting in an unintentional loss of a calendared event to respond to the Notice to File Missing Parts. The entire delay in responding after the Notice of Abandonment was due to the fact that inventor Maritzen has become a recalcitrant inventor, as outlined in the accompanying declaration, delaying assignee's response until the requirements of showing recalcitrance under MPEP §408.03 could be complied with.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that

CASE NO.: 50P4506.01
Serial No.: 10/015,724
June 2, 2004
Page 2

PATENT
Filed: December 6, 2001

willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United State Code and that such willful, false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,


John L. Rogitz
Registration No. 33,549
Attorney of Record
750 B Street, Suite 3120
San Diego, CA 92101
Telephone: (619) 338-8075

JLR:jg

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OFFICE OF PETITIONS

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE



First Named Applicant: Maritzen) Art Unit: unk.
Serial No.: 10/015,724)
Filed: December 6, 2001) 50P4506.01
For: System and Method for Conducting Financial) June 2, 2004
Transactions...) 750 B STREET, Suite 3120
) San Diego, CA 92101
)

PETITION TO INVOKE RULE 47

Commissioner of Patents and Trademarks
Washington, DC 20231

Dear Sir:

I, John L. Rogitz, declare as follows:

1. Inventor Maritzen, last known address P.O. Box 360221, Milpitas, CA 95036 (per MPEP §408.03(e)), refuses to join in signing a declaration in the present application. The other three inventors have signed.
2. Revival is necessary to preserve the rights of Sony Corp., MPEP §408.03(g).
3. In accordance with MPEP §408.03(d), I have presented inventor Maritzen with the application papers under my personal signature. As evidenced by the enclosed letter from Mr. Maritzen dated February 14, 2004, ~~Mr.~~ Maritzen refused to sign, and instead offered to "discuss" signing but only on ~~overreaching~~ terms that were to include an undefined "execution of services binder" at \$250 per hour just to discuss

entering into an undefined "appropriately structured compensation package" presumably to simply sign a declaration and assignment.

4. These terms are egregious given the following facts. As the enclosed employment agreement signed by Maritzen indicates at paragraph 3, he is obligated to assist the assignee as requested. On information and belief he has already reviewed and approved the application as filed, and need only affix his signature to filing documents as he promised to do when he signed the enclosed employment agreement. Accordingly, on May 4, 2004 and in accordance with paragraph 3 of the enclosed employment agreement, in writing I personally offered Mr. Maritzen \$100 to render two signatures on documents I prepared and sent to him, with the \$100 more than compensating him for the time it would take him to sign twice and drop the package back in the mail to me. He has refused to respond or otherwise to comply with the provisions of the enclosed employment agreement. The combination of facially unreasonable demands coupled with ensuing silence can only be taken as conduct constituting a refusal to sign, in violation of the employment agreement enclosed herewith. Allowing an inventor to avoid triggering Rule 47 by the disingenuous expedient of averring that he would be "pleased" to discuss signing if only an assignee with equitable title would accede to rapacious demands would eviscerate the protections intended to be afforded to assignees by the rule.

5. The enclosed employment agreement establishes assignee's proprietary interest under MPEP §408.03(f). Co-inventor's Ludtke's declaration (enclosed) establishes that the conditions for assigning the invention have been met.

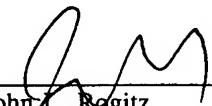
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that

CASE NO.: 50P4506.01
Serial No.: 10/015,724
June 2, 2004
Page 3

PATENT
Filed: December 6, 2001

willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United State Code and that such willful, false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,



John L. Rogitz
Registration No. 33,549
Attorney of Record
750 B Street, Suite 3120
San Diego, CA 92101
Telephone: (619) 338-8075

JLR:jg



February 14, 2003

John L. Rogitz
Rogitz & Associates
750 "B" Street, Suite 3120
San Diego, California 92101

Re: U.S. Patent Application Entitled "System and Method for Conducting Financial Transactions Using A Personal Transaction Device with Vehicle-Accessed, Payment Gateway Terminals."
Serial No. 10/015,724
Filing Date: December 6, 2001
Sony File No. 50P4506.01

Greetings:

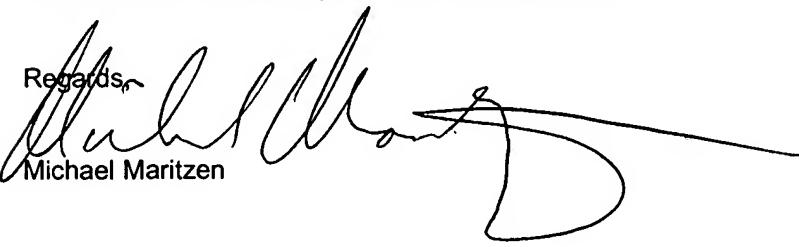
This is to confirm my receipt of the certified mail package containing the above referenced patent documents which your company sent me.

Please send all future correspondence to me at the following address:

**Michael Maritzen
PO Box 360221
Milpitas, CA 95036**

Given the significance of this patent, I would be pleased to discuss with you the requested actions regarding the application, including an appropriately structured compensation package payable by Sony to me in exchange for my agreement to transfer, assign and sell the ownership of the intellectual property to Sony or any of its subsidiaries. In order to proceed I would first require execution of a services binder by you or an authorized Sony representative, at my standard rate of \$250.00 per hour plus expenses as required.

Please let me know how you would like to proceed.

Regards,

Michael Maritzen

Maritz

Michael

Initial

Employee's Last Name (Print or Type)

First Name

To be made out in duplicate. The original of the agreement should be carefully signed, dated and witness'd in ink so that clear imprints of the signatures appear on the carbon copy. The original of the agreement should be placed in the employee's personnel folder; a copy should be given to the employee who signed the agreement.

TO: SONY ELECTRONICS INC.

In consideration of my employment or continued employment in any capacity with SONY (as hereinafter defined), the salary, wages or benefits paid or my services in the course of such employment, and the use of the facilities and experience of SONY and the opportunity given by SONY to me to acquire Confidential Information (as hereinafter defined) relating to the business of SONY, I voluntarily agree as follows:

- For the purposes of this Agreement, the following words shall have the following meanings:
 - "SONY" shall mean Sony Electronics Inc. and its parent, the Sony Group, subsidiaries, divisions and affiliates, or their successors or predecessors;
 - "Confidential Information" shall mean information (1) disclosed to or known by the undersigned employee as a consequence of or through his/her employment with SONY intended to include trade secrets and proprietary information;
 - "Inventions" shall mean any new or useful art, discovery, contribution, finding, or improvement whether or not patentable, and all related know-how;
 - "Copyright Works" shall mean materials for which copyright protection may be obtained, including but not limited to: literary works, computer programs, artistic works (including designs, graphs, drawings, blueprints and other works), recordings, photographs, slides, motion pictures, and audio-visual works;
 - "Mask Works" shall mean a series of related images, however fixed or encoded, having or representing a predetermined, three dimensional pattern of metallic, insulating or other semiconductor material present or removed from the layers of a semiconductor chip product; and in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product and is fixed in a semiconductor chip product.
 - "Moral Rights" shall mean and include the following: The right of an author to be known as the author of a work; to prevent others from being named as the author of the work; to prevent others from falsely attributing to an author the authorship of work which he/she is not in fact written; to prevent others from making deform ing changes in an author's work; to withdraw a published work from distribution if it no longer represents the views of the author; and to prevent others from using the work or the author's name in such a way as to reflect on his/her professional standing.

2. I understand, acknowledge and agree to disclose and assign to SONY, promptly and fully, all Inventions, ideas or other suggestions (whether or not patentable), all Confidential Information, all Copyrightable Works and all Mask Works, made or conceived by me (alone or jointly with others) during the period of my employment with SONY which: (a) relate or correspond to the actual or anticipated business, research and development or investigations of SONY which, at the time of conception are within the scope of my employment, or which SONY, knowledge of which I would not ordinarily have but for my employment with SONY; or (b) result directly or indirectly, from, or are suggested by, my work which I have done or may do for or on behalf of SONY; or (c) are developed, tested, improved or investigated, either in part or entirely, on time for which I was paid by SONY while I was using or receiving the benefit of any resources of SONY.

3. I further agree to execute at any time, during or after my employment, an assignment for each such Invention, Confidential Information, Copyright Work or Mask Work as SONY may request and on such forms as SONY may provide. I will promptly and fully assist SONY during and subsequent to my employment in every lawful way, including the signing of SONY, except for a reasonable payment for the time involved in the event my employment with SONY has terminated, to obtain, secure and protect the benefit of SONY, at the expense of SONY, all patents, copyrights, mask works or other proprietary rights for Inventions, Copyright Works or Mask Works in any and all countries, regardless of whether I personally believe such rights to be protectable under law.

Notwithstanding the foregoing, SONY shall have no right or ownership in an invention, and no assignment to SONY in accordance with this paragraph is required, if it is determined that such invention is: an invention for which no equipment, supplies, facility, or trade secret information of SONY was used and which was developed entirely on my own time, and (a) by me for SONY. In no case does this agreement apply to any inventions which are the subject of Section 870 of the California Labor Code.

4a. Unless otherwise agreed to in writing by SONY, original works of authorship fixed in any tangible form, prepared by me alone or jointly with others, within the scope of my employment with SONY, shall be deemed a "work made for hire" under the copyright laws of the United States and shall be owned by SONY. I understand that any assignment or release of such works can only be made by SONY. I will do everything reasonably necessary to enable SONY or its nominees to protect its rights in such works.

4b. With respect to each and every Copyright Work which I am and will be obligated to assign to SONY hereunder and each and every "work made for hire" I hereby waive any Moral Rights which I may have therein respecting SONY's use(s) thereof. To the extent that this waiver is invalid or unenforceable, I agree to execute at any time, during or after my employment with SONY, a waiver of Moral Rights for each such Copyright Work and "work made for hire" at SONY may request and on such form(s) as SONY may provide.

5. I will keep and maintain adequate and current written records of all Inventions, Confidential Information, Copyright Works and Mask Works in the form of notes, sketches, drawings, available to SONY and promptly upon demand delivered to SONY.

6. I understand all writings, records, and other documents and items, either in hard copy or electronic form, containing any Inventions, Confidential Information, Copyright Works or Mask Works in my custody or possession shall be the exclusive property of SONY, and shall not be copied or removed from the premises of SONY, either in pursuit of the business of SONY, and shall be delivered to SONY, without retaining any copies, upon the termination of my employment or at any time as requested by SONY.

7. I agree not to disclose any Confidential Information or proprietary information of SONY (including, but not limited to: business plans, customer lists, drawings, computer programs, etc.), including information received in confidence by SONY from others, either during or after my employment with SONY, except upon the prior written consent of SONY. It is understood that such Confidential Information and proprietary information of SONY includes matters that I conceive or develop as well as matters I learn from other employees of SONY. I will not, except as SONY has authorized anyone else to do these things, at any time, either during or subsequent to my employment with SONY. This clause shall continue in full force and effect and survive after termination of my employment.

8. I agree that during the period of my employment with SONY, I will not disclose to SONY or use in the course of my employment with SONY any trade secrets or other proprietary information which I may have acquired because of my employment with an employer other than SONY, whether such information is in my memory or embodied in a writing or other physical form.

9. I will notify SONY in writing before I make any disclosure or perform or cause to be performed any work for or on behalf of SONY which appears to me to be in conflict with:

- rights I claim in any invention or idea, (a) conceived by me or others prior to my employment by SONY, or (b) otherwise outside the scope of this Agreement;
- rights of others arising out of obligations incurred by me, (a) prior to this Agreement, or (b) otherwise outside the scope of this Agreement.

In the event of my failure to give notice under the circumstances specified above, SONY may assume that no conflicting Invention or idea exists, and I agree that I will make no claim against SONY with respect to the use of any such invention or idea in any work or the production of any work which I perform or cause to be performed for or on behalf of SONY.

10. I recognize that Ideas, Inventions, Confidential Information, Copyright Works or Mask Works relating to my activities while working for SONY and conceived or made by me, alone or with others, within one year after termination of my employment may have been conceived in significant part while employed by SONY. Accordingly, I agree that such Ideas, Inventions, Confidential Information, Copyright Works or Mask Works shall be presumed to have been conceived during my employment with SONY and are to be assigned to SONY under the terms of this Agreement unless and until I have clearly established the contrary by appropriate documentation and support.

11. I give assurance to SONY that I will not knowingly, unless I have obtained prior written authorization from the U.S. Department of Commerce or otherwise permitted by the U.S. Department of Commerce Export Regulations, re-export or otherwise disclose, directly or indirectly, any technology or software received from SONY, nor even as the direct product thereof to be shipped directly or indirectly, to any of the countries proscribed under Part 779.4 (e) and (f) of the U.S. Department of Commerce Export Regulations.

12. If any provision of this Agreement is declared void or unenforceable or against public policy, such provision shall be deemed severable from this Agreement and the balance of this Agreement shall remain in full force and effect.

13. At the end of this Agreement, I have set forth what I represent and warrant to be a complete list of all Inventions, if any, patented or unpatented, Copyright Works or Mask Works for which I claim ownership or are in the physical possession of a former employer and which are therefore excluded from the scope of this Agreement. If there are no such exclusions

14. At the end of this Agreement, I have set forth what I represent and warrant to be a complete list of all agreements or obligations to which I am presently a party which may be in conflict with any obligations undertaken by this Agreement. If there are no such agreements or obligations, I have indicated so by writing "NONE" below in my own handwriting.

15. This Agreement survives my employment by SONY. It is not an employment contract and is not in any way intended to restrict my rights or the rights of SONY to terminate the employment relationship at any time. This is consistent with the fact that each employee's employment with SONY is based upon an "employment at will" relationship. In addition, this writing my recognition of the importance of maintaining the confidentiality of the Confidential Information, SONY's proprietary information and trade secrets and reaffirm all of the obligations set forth in this Agreement.

16. This Agreement supersedes, terminates and otherwise renders null and void any and all prior agreements or understandings entered into with respect to the matters covered herein.

17. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The parties hereby consent to and submit to the jurisdiction of the federal and state courts located in the State of California.

18. I agree that this Agreement may not be on behalf of or in respect to SONY be changed or modified, or released, discharged, abandoned, or otherwise terminated, in whole or in part, except by an instrument in writing signed by an officer or otherwise authorized executive of SONY.

Signed at San Jose (City) CA (State) this 3rd day of January 2000

Employee's Signature <u>Michael Maritz</u>	Employee's Social Security Number <u>449-27-570</u>
Home Address <u>P.O. Box 365221, Milpitas, CA</u>	City, State, Zip <u>Milpitas, CA 95036</u>

Accepted for Sony Electronics Inc. this 3 day of Jan, 1999. This Agreement becomes binding upon all, since by Sony or obligations listed below, except by an instrument in writing signed by an officer or otherwise authorized executive of Sony.

Per Paragraph 13, the following is a list of all inventions, if any, patented or unpatented, Copyright Works or Mask Works, including a brief description (without revealing any confidential or proprietary information of any other party). Write "NONE" below if there are none.

Per Paragraph 14, the following are the only agreements or obligations to which I presently am a party which may be in conflict with the obligations und in above. Write "NONE" if there are none.

Witness Signature
HRN006 REV. 5/96

MASTER PERSONNEL FILE — WHITE COPY

EMPLOYEE — YELLOW COPY



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

First Named Applicant: Maritzen)	Art Unit: unk.
Serial No.: 10/015,724)	Examiner: unk.
Filed: December 6, 2001)	50P4506.01
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)	750 B STREET, Suite 3120
)	San Diego, CA 92101
)	

CO-INVENTOR'S DECLARATION

Commissioner of Patents and Trademarks
Washington, DC 20231

I, Aaron Ludtke, declare as follows:

1. I am an inventor of the above-captioned patent application.
2. I and my fellow inventors made the invention during and within the normal course of our employment at Sony, on time paid for by Sony and using Sony resources.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United State Code and that such willful, false statements may jeopardize the validity of the application or any patent issued thereon.

Aaron Ludtke